

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 91	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-13-015				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule	
5. ISSUED BY CODE		SRRPOD		6. ADMINISTERED BY (If other than Item 5)		CODE	
SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460							
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) SKEO SOLUTIONS , INC. Attn: DAVID SLUTZKY 2417 NORTHFIELD RD 4349756700 CHARLOTTESVILLE VA 229011727				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE (b)(4)		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		OSWER		12. PAYMENT WILL BE MADE BY CODE		RTP FMC	
OSRTI One Potomac Yard 2777 S Crystal Drive Arlington VA 22202-3553				RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$18,661,200.00	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-HQ-12-00004 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Claudia Armstrong			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY (Signature of the Contracting Officer)			

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

SKEO SOLUTIONS , INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	DUNS Number: (b)(4) Max Expire Date: 06/21/2020 FOB: Destination Period of Performance: 06/22/2013 to 06/21/2020 Base Period Cost Ceiling Requisition No: PR-OSWER-13-00266, PR-R9-13-00301 Accounting Info: 13--T-72DC-303DD2-2505-HQ00BM00--1372DC5007-001 BFY: 13 Fund: T Budget Org: 72DC Program (PRC): 303DD2 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 1372DC5007-001 Funding Flag: Partial Funded: \$12,168.00 Accounting Info: 13--TR2B-09K0XQJ-303DC9-2505-09QJTA13-C005-1309KRS 548-001 BFY: 13 Fund: TR2B Budget Org: 09K0XQJ Program (PRC): 303DC9 Budget (BOC): 2505 Job #: 09QJTA13 Cost: C005 DCN - Line ID: 1309KRS548-001 Funding Flag: Partial Funded: \$21,000.00 Accounting Info: 13--T-9AK0F-303DC9-2505-09Q6TA00-C003-1309KRS548-0 02 BFY: 13 Fund: T Budget Org: 9AK0F Program (PRC): 303DC9 Budget (BOC): 2505 Job #: 09Q6TA00 Cost: C003 DCN - Line ID: 1309KRS548-002 Funding Flag: Partial Funded: \$5,000.00				
00011	Base Period - Option for Increased Capacity (Option Line Item) 06/22/2014				(b)(4)
0002	Option Period 1 Cost Ceiling (Option Line Item) 06/22/2015				(b)(4)
00021	Option Period 2 - Option for Increased Capacity (Option Line Item) 06/22/2016				(b)(4)
0003	Option Period 2 Cost Ceiling (Option Line Item) 06/22/2017				(b)(4)
00031	Option Period 2 - Option for Increased Capacity (Option Line Item) 06/22/2018 Continued ...				(b)(4)

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NAME OF OFFEROR OR CONTRACTOR

SKEO SOLUTIONS , INC.

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0004	Award Term 1 Cost Ceiling (Option Line Item) 06/22/2019				(b)(4)
00041	Award Term 1 - Option for Increased Capacity (Option Line Item) 06/22/2020 The obligated amount of award: \$38,168.00. The total for this award is shown in box 15G.				(b)(4)

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SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 TYPE OF CONTRACT

This contract is being awarded as a time and material, fixed-rate/indefinite delivery indefinite quantity (IDIQ) type contract. This contract is a total small business set-aside. The contract period of performance consists of a two (2) year Base Period, with the potential for one twelve (12) month Option Period, one twenty-four (24) month Option Period, and one twenty-four (24) month Award Term Incentive period.

B.2 FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT

FIXED LABOR RATE

A. LABOR

1. The fixed labor rates shall be inclusive of all indirect costs and profit. These rates shall be fully burdened and inclusive of all expenses including, but not limited to, contract level required reports, wages or salaries, labor costs, fringe benefits, overhead, computer and communications supplies and support, training, general and administrative expenses and profit. The fixed rates found in Attachment 5 shall be applicable for the duration of the contract.
2. Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed.
3. In the event that on-going work is interrupted at any time during performance of this contract due to inclement weather, unsafe conditions, or other conditions beyond either the control of the contractor or the Government, as determined by the Project Officer (PO), EPA will not pay the contractor for any labor costs incurred during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the project or otherwise approved by authorized EPA personnel.
4. If the contractor or a team subcontractor provides a specific labor category through a third-party subcontractor, reimbursement for that labor category shall be at the established fixed rate or at cost (including any applicable indirect rates) whichever is less, but shall not exceed the fixed rate set forth in this clause for that labor category.
5. When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work under a task order, the rate charged for that employee shall be based on the function that the employee is performing (e.g. Project Manager who is performing the duties performed by a General Personnel position shall be charged at the loaded fixed rate for the specific General Personnel position during the period of time he/she is performing these duties).
6. When an individual employee's normally assigned category of labor is at a rate lower than the function being performed during any period of work under a task order, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g. A General Personnel position performing the duties of a Project Manager shall be charged at the fixed rate for a Project Manager only if the employee is paid by the contractor at the rate of a Project Manager. If the employee is not paid at the higher rate, the contractor shall only bill at the rate of the employee's normally assigned category of labor. The employee must meet the qualifications set forth in the contract for the labor category being performed.

B. NEGOTIATION OF ADDITIONAL FIXED LABOR RATES

From time to time, additional fixed labor rates may be added to this clause. If the contractor identifies additional labor positions for inclusion in the fixed rate schedule or for which establishment of a fixed rate becomes applicable to an individual TO, the contractor must submit the request to the Contracting Officer (CO) in writing with required supporting documentation which shall consist of the following:

- Resume(s);
- Statement of Qualifications Relevant to the Proposed Position(s);
- Proposed Fixed Labor Rate build-up and supporting documentation; and
- Other Documentation as determined appropriate by the Contracting Officer

C. PAYMENT OF ALLOWABLE COSTS

Contractors shall pay their subcontractors in accordance with the Section G clause entitled, PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73). The Contractor must be able to substantiate through its accounting system that costs billed were actually incurred.

B.3 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of **\$20,000.00**. The amount of all orders shall not exceed (b)(4)

The maximum amount does not include costs for optional periods or options for increased capacity. Refer to the Section H clauses entitled, **OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT—INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) and OPTION FOR INCREASED CAPACITY** for the cost ceilings associated with other contract periods. Changes to the ceiling as set forth shall be made via contract modification.

B.4 CEILING PRICE (EP 52.216-150) (APR 1984)

The ceiling price of this contract is **\$4,405,838.00**. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

Adjustments to the contract ceiling price shall be made in accordance with the Section H clauses entitled, **OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT—INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) and OPTION FOR INCREASED CAPACITY** via contract modification only.

B.5 OTHER DIRECT COSTS

The Government realizes there are various components of this requirement whose costs cannot be determined at this time. As such, all other costs that are separate and distinct from the fixed rate portion of this requirement, shall be classified as other direct costs and reimbursed on a cost reimbursable basis.

For the purposes of preparing price proposals, ODCs may include, but are not limited to the following categories: travel, office supplies, postage, photocopying, and other miscellaneous expenses as deemed applicable. The contractor will only be reimbursed for actual costs incurred that are required to accomplish the proposed task(s) as described in the Performance Work Statement. The ODC categories presented above are not all inclusive. Offerors are encouraged to propose additional ODCs should they be required to support performance of this requirement. All ODCs will be evaluated in accordance with Federal Acquisition Regulation (FAR) clause 52.216-7, "ALLOWABLE COST AND PAYMENT". Such costs shall be charged in accordance with the Contractor's established and accepted accounting practices. The Government will compensate the contractor for incurred costs that are determined to be reasonable, allowable and allocable.

The following ODC ceilings shall be applicable for each contract period of performance.

ODCs	Base Period (Year 1-2)	Option Period 1 (Year 3)	Option Period 2 (Year 4-5)	Award Term 1 (Year 6-7)
Not to Exceed Ceiling	(b)(4)	(b)(4)	(b)(4)	(b)(4)

TRAVEL

The estimated amount for travel may be greater or less than the amount specified as long as the maximum contract ceiling amount/total estimated contract amount is not exceeded. Travel costs will be subject to the restrictions found in FAR 31.205-46 and Federal Travel Regulations.

1. When an employee is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a project site and return, such travel is considered work time for which reimbursement by the Government should be made at appropriate straight time rates. Reimbursement for travel time shall not be made by EPA if the contractor's employee(s) is/are not paid for travel time. Miles shall be measured in radial miles or actual miles as determined by the CO.
2. For any employee, routine daily commuting time (less than 50 miles one-way) to and from the project work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location when tasked to perform under this contract.
3. Except as explicitly set forth below, the contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the contractor's employees.

B.6 LIMITATION OF THE GOVERNMENT'S OBLIGATION UNDER TASK ORDERS

- (a) Regardless of the type of TO issued (i.e. fixed price or fixed rate), the individual TO may be incrementally funded.
- (b) Under each TO, the contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The contractor will not be obligated to continue work under a TO beyond that point. The Government will not be obligated in any event and under any circumstances to reimburse the contractor in excess of the amount obligated on a fixed price TO except for reimbursement of termination settlement costs as provided for under the contract clause entitled "Termination for Convenience of the Government (Fixed-Price)(Apr 2012)". As used in this clause, the total amount payable by the Government in the event of termination of an applicable TO for convenience includes costs, profit, and estimated termination settlement costs for that TO.
- (c) The contractor will notify the CO and PO, in writing, at least 30 calendar days prior to the date when, in the contractor's best judgement, the work will reach the point at which the total amount payable by the Government, including if applicable any costs for termination for convenience, will approximate **85%** of the total amount then funded on the task order. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance under the task order up to the next scheduled date for incremental funding in the task order, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause. The notification will also advise the CO and PO of the estimated amount of additional funds that will be required for the timely performance of the services ordered, for a subsequent period as specified in the TO or otherwise agreed to by the parties. If, after such notification, the CO does not issue a TO modification obligating additional funds by the date identified in the contractor's notification, or by an agreed substitute date, the CO will stop work or terminate the TO for which additional funds have not been obligated, pursuant to the clause entitled "Termination for Convenience of the Government." Absent this task order modification, the Government is not obligated to reimburse the contractor for any costs that would exceed the amount funded for the TO under this clause except for reimbursement of termination settlement costs as set forth in paragraph (b) above.
- (d) The parties contemplate that the Government will obligate additional funds for continued performance under the task order and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional obligated funds and to the new estimated period of task order performance. The task order will be modified accordingly.
- (e) If the contractor incurs additional costs or performance delays due to the Government's failure to obligate additional funds by the funding expiration date on the task order, an equitable adjustment shall be applied to price, delivery time, or both. Failure of the Government and the contractor to reach a mutual agreement relative to the adjusted amount shall be resolved in accordance with the contract clause entitled, Disputes.
- (f) The Government may at any time prior to termination obligate additional funds for the performance of the TO.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and obligation of funds for a TO. This clause no longer applies once the TO is fully funded except with regard to the rights or obligations of the parties concerning

equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government."

SECTION C - DESCRIPTION/SPECIFICATIONS

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work/ Performance Work Statements, Work Assignments, Technical Direction Documents, Delivery Orders, Task Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the requirements of the Performance Work Statement in Attachment 1.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal dated **August 20, 2012**, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures. (2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section

Mail Code: 3204
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460
 Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES--FIXED-PRICE
52.246-6	MAY 2001	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer (PO) is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

Location to be specified in individual task orders.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.247-34	NOV 1991	F.O.B. DESTINATION

F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

(a) The Contractor shall furnish **two (2)** copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery/task orders, include the estimated percentage of task completed during the reporting period for each work assignment task or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment or task/delivery order, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(c) The report shall specify financial status at the task order or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest task order or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the task order or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each task order or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the “Limitation of Cost” or “Limitation of Funds” clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the **15th day** of each month following the first complete reporting period of the contract. See EPAAR 1552.232–70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee	Submission Format & Delivery Method
1	Project Officer	Electronically via e-mail
1	Contracting Officer	Electronically via e-mail

F.4 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210.510) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT	40		
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing	50		
Mimeo and duplicator paper	50		
Writing (stationery)	50		
Office paper (e.g., note pads).....	50		
Paper for high speed copiers	50		
Envelopes	50		
Form bond including computer	50		
paper and carbonless			
Book papers	50		
Bond papers	50		
Ledger	50		
Cover stock	50		
Cotton Fiber papers	25	50	
TISSUE PRODUCTS:			
Toilet tissue	20		
Paper towels	40		
Paper napkins	30		
Facial tissue	5		
Doilies	40		
Industrial wipes	0		
UNBLEACHED PACKAGING:			
Corrugated boxes	35		
Fiber boxes	35		
Brown papers (e.g. bags).....	5		

RECYCLED PAPERBOARD:

Recycled paperboard products 80
 Pad backing 90

F.5 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.6 ELECTRONIC SUBMISSION OF DELIVERABLES

(a) The Contractor shall follow this clause as the standard for submitting the Task Order (TO) and task order close-out deliverables. The administrative and technical deliverables shall be submitted separately in electronic format and packaged in accordance with standard commercial practice for ADP software. The electronic packages shall be labeled to indicate the following information:

- 1) Name of Deliverable
- 2) Contractor Name
- 3) Contract Number
- 4) Tasking Document Number
- 5) Date Written
- 6) Indication of Draft or Final Version
- 7) Sequential Number of Electronic Package

(b) For each deliverable, data shall be separated by category and submitted on electronic packages compatible with the following categories:

<u>Data Category</u>	<u>EPA Standard Applications</u>
1) Narratives	Microsoft Word
2) Spreadsheets	Microsoft Excel
3) Data Management	Microsoft Project/Excel
4) E-mail/Groupware	Microsoft Outlook
5) Graphics	Microsoft Power Point

(c) All data or documents submitted in accordance with this clause shall be compatible with the software applications as used by EPA at the time of submission or as directed by the Contracting Officer.

(d) The internet does not provide for secure data transmission via e-mail. The Contractor should use an encryption system, such as provided in Lotus Notes or compatible system, to transmit sensitive information to the government.

(e) Contractor may be required to submit deliverables in accordance with standard applications or non-standard applications as directed by the contracting officer in accordance with paragraph "c" above.

F.7 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from June 22, 2013 – June 21, 2015.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ERRORS AND OMISSIONS

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

G.2 ORDERING - BY DESIGNATED ORDERING OFFICERS

(a) The Government will order any supplies and services to be furnished under this contract by issuing Task Orders (TOs) from the effective date of the contract through the expiration date of the contract. The designated ordering officer's under this contract are as follows:

Administrative Contracting Officer(s):

Primary CO:
WANDA CARRIER
carrier.wanda@epa.gov
202-564-0007

Alternate CO:
CLAUDIA ARMSTRONG
armstrong.claudia@epa.gov
202-564-6679

(b) The authorized personnel listed above, may initiate Task Orders verbally under this contract when warranted by an emergency ONLY. These verbal authorizations must then be followed-up within five (5) calendar days following the initial authorization in writing. The Task Order shall clearly indicate the date in which the verbal authorization was granted.

(c) Each Task Order will have a ceiling price and completion date, which the Contractor shall not exceed. When the Contractor has reason to believe that the labor payment and support costs for the Task Order, which will accrue in the next 30 days, will bring total cost to over 85 percent of the ceiling price specified in the Task Order, the Contractor shall notify the Ordering Officer. Notification shall be made via email and hard copy.

G.3 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Project Officer or Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the designated Government official.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures

require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
 Chief, Cost and Rate Negotiation Service Center
 Office of Acquisition Management (3802R)
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

***Cost Center:**

(b)(4)

Period:

From contract award through December 31, 2013

Rate:

(b)(4)

Base:

(b)(4)

***Applicable to Other Direct Costs**

NOTE: The fixed labor rates incorporated in Attachment 5 of this contract shall not be subject to adjustment per the language set forth within this clause. Any future adjustments to the G&A rate shall only be applied to Other Direct Costs (ODC) in accordance with the contractor's accounting practices as approved at the time of contract award.

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below: **N/A**

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.5 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000)

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

- (1) Review the contractor's compensation structure and insurance plan.
 - (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
 - (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
 - (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.
 - (5) In connection with Cost Accounting Standards:
 - (A) Determine the adequacy of the contractor's disclosure statements;
 - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
 - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
 - (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.
 - (6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.
 - (7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.
 - (8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.
- (b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/ decisions to the contracting officer upon execution.

(c) The FACO for this contract currently is:

Name: Rose Piard-Hylton
E-mail: piard-hylton.rose@epa.gov
Phone: 202-564-4427

G.6 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

CRYSTAL GATSON
gatson.crystal@epa.gov
703-603-9023

Alternate Project Officer:

FREYA MARGAND
margand.freya@epa.gov
703-603-8889

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

WANDA CARRIER
carrier.wanda@epa.gov
202-564-6679

Contract Specialist:

DIONNE WRIGHT
wright.dionne@epa.gov
202-564-2982

G.7 INVOICING REQUIREMENTS

Separate invoices must be submitted for each task order issued under this contract.

A. Invoices for payment for Task Orders shall be submitted in an original and two (2) copies one for the PO and one for the CO, and shall include the contract number, order number, accounting and appropriation data as set forth in each task order, description of services, and amount of payment requested. The contractor shall bill for only incurred costs as authorized under the task order, signed by the Contracting officer Representative (COR) or other authorized representative; and can be supported by the contractor's own accounting system. Each invoice submitted for a particular Task Order shall be numbered consecutively. Invoices shall be submitted in accordance with the Section G clause entitled FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000) and the instructions provided in Attachment 2.

B. When a Project Officer (PO), Contracting Officer (CO), or Contracting Officer's Representative (COR), identifies costs in a voucher that are to be suspended or disallowed, these are to be clearly identified, and a justification of the reasons why the costs are disallowed or suspended, communicated to all necessary parties. The PO, CO and/or the COR must document their rationale in a letter that references the questionable costs, invoice

number, and a detailed explanation of the suspended amount. The letter must be signed and dated by the appropriate Government official who initiated the suspension, and forwarded to the contractor. The contractor must acknowledge receipt of the suspended costs and re-forward their acknowledgment to the PO, CO, or COR who made the suspension.

C. Each Task Order shall have its own Cost Summary which must include the following:

- A summary of the charges to the assignment (Labor and ODCs)
- Dates costs incurred (eg. Travel dates, rental dates, purchase dates)
- Labor breakdown to show Name, Labor Category, labor Rate, Hours Worked, and Billing method.

Upon the PO's request, the contractor will be responsible for providing time reports to support the hours billed under these assignments.

ODCs must be broken down to include all categories. Upon the PO's request, the contractor will be responsible for providing support for all ODCs billed under each Task Order.

The Task Order Cost Summaries must be submitted with each invoice. Each cost summary should also be e-mailed to the PO at the same time the invoices are mailed to EPA. The subject of the Email should indicate the Invoice Number. Each file should summarize costs associated with the assignment for the current month and cumulative costs incurred to date.

G.8 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and the assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of their decision to accept proposed subcontracts in excess of dollar threshold requiring consent.

Consent is given to issue the following subcontracts:

NONE PROPOSED AT THE TIME OF AWARD

G.9 DECONTAMINATION OF GOVERNMENT PROPERTY (EPAAR 1552.245-70) (APR 1984)

In addition to the requirements of the "Government Property" clause, the Contractor shall certify in writing that any Government-furnished property or Contractor-acquired property is returned to the Government free from contamination by any hazardous or toxic substances.

G.10 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Task Order or TDD.

G.11 GOVERNMENT PROPERTY (EPAAR 1552.245-70) (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the “Government Property” clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the “Government Property” clause.

The “EPA Contract Property Administration Requirements” provided below apply to this contract.

U.S. Environmental Protection Agency

Contract Property Administration Requirements

1. *Purpose.* This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. *EPA Delegation.* EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. *DCMA Re-delegation.* The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. *Disagreements.* Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.

e. Explanation of negative impact if property is not provided by the Government.

f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. *Transfer of Government Property.* The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. *Records of Government Property.*

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. *Inventories of Government Property.* The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. *Reports of Government Property.* EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as “a group of interacting items functioning as a complex whole,” the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. *Disposition of Government Property.* The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. *Identification.* The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. *Reporting.*

(i) *EPA.* Government property shall be reported in accordance with FAR 52.245–1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245–1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: “Note to CO: Reimbursement to the EPA Superfund is required.”

(ii) *DCMA.* If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. *Disposition Instructions.*

(i) *Retention.* When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) *Return to EPA.* When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) *Transfer.* When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in

accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) *Sale.* If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) *Abandonment.* Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. *Decontamination.* In addition to the requirements of the “Government Property” clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. *Contract Closeout.* The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Required Data Element —In addition to the requirements of FAR 52.245–1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material): Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, “a group of interacting items functioning as a complex whole,” the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) *Definitions.*

“Printing” is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

“Composition” applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

“Camera copy” (or “camera-ready copy”) is a final document suitable for printing/duplication.

“Desktop Publishing” is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered “printing.” However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered “printing”.

“Microform” is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

“Duplication” means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

“Requirement” means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

“Incidental” means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) Violations.

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest.

The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) ALTERNATE V (APRIL 2004)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, will be ineligible to enter into a contract with EPA to perform response action work (e.g., Response Action Contract (RAC), Emergency and Rapid Response Services (ERRS),

Superfund Technical Assistance and Removal Team (START), and Enforcement Support Services (ESS) contracts), unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.6 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

If specified in the Task Order or, the contractor shall provide the Contracting Officer a conflict of interest certification within ten (10) calendar days of receipt of the TO. Where TO's are issued for work on or directly related to a project, the contractor is only required to provide a conflict of interest certification for the first TO issued for that project's site. For all subsequent work taking place at that project site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or other work relating to this TO have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site.

H.7 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.242-71) (JULY 2011)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor

Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

H.8 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT—INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76)

(a) The Government has the option to extend the effective period of this contract for two (2) additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the “Minimum and Maximum Contract Amount” clause will be modified as follows:

OPTION PERIOD 1 (Year 3):

Minimum: \$20,000

Maximum: (b)(4)

OPTION PERIOD 2 (Years 4&5):

Minimum: \$20,000

Maximum: (b)(4)

AWARD TERM 1 (Years 6&7):

Minimum: \$20,000

Maximum: (b)(4)

(c) The “Effective Period of the Contract” clause will be modified to cover the following:

OPTION PERIOD 1: June 22, 2015 – June 21, 2016

OPTION PERIOD 2: June 22, 2016 – June 21, 2018

AWARD TERM 1: June 22, 2018 – June 21, 2020

H.9 OPTION TO INCREASE CONTRACT CAPACITY

By issuing a contract modification the Government has the option to increase the amount of services to be ordered under the contract by 14% of the total contract cost for each contract year.

	Base Period (Year 1 & Year 2)	Option Pd 1 (Year 3)	Option Pd 2 (Year 4 & Year 5)	Award Term 1 (Year 6 & Year 7)
Total Cost (excluding increased capacity)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
Increased Capacity Total (14%)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
Total (including 14% increased capacity)	(b)(4)	(b)(4)	(b)(4)	(b)(4)

If this option is exercised by the Government, the parties hereto agree that all services provided within these increased amounts shall be provided at the same fixed rates which are in effect for the year of the contract when the services are provided in accordance with the Section B clause entitled “Fixed Rates for Services-Indefinite

Delivery/Indefinite Quantity Contract” and Attachment 5. If work extends beyond the last year of the contract, that last year’s rates shall remain effective.

H.10 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.11 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.12 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.13 DISCOUNT AIR PASSENGER TRANSPORTATION RATES

(a) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use reduced air transportation rates and services provided through available discount air fare carriers for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost to the Government.

(b) Nothing in this clause shall authorize transportation or services which are not otherwise reimbursable under this contract.

(c) In the event of any inconsistencies between this clause and the FAR Part 31.205-46, the FAR clause takes precedence.

H.14 DISCOUNT HOTEL/MOTEL LODGING RATES

(a) To the maximum extent practicable consistent with hotel/motel accommodations and lodging requirements, the contractor agrees to use reduced hotel/motel rates and services for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract, when use of such rates results in the lowest overall cost.

(b) To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor agrees to secure lodging on other than a daily rate basis so that the maximum quantity and term discounts are achieved. To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor shall secure full service lodging suites inclusive of kitchen facilities.

(c) Nothing in this clause shall authorize lodging and accommodations or services which are not otherwise reimbursable under this contract. Nothing in this clause requires any hotel/motel establishment to make available to the contractor special hotel/motel rates or other Government discount rates.

(d) In the event of any inconsistencies between this clause and the FAR Part 31.205-46, the FAR clause takes precedence.

H.15 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.16 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.17 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.18 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.19 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within **30** calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number)to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.20 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.21 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Title	Name
Senior Program Manager	(b)(4)
Project Manager	
Assistant Project Manager	
Technical Advisor/Expert (Scientist)	
Technical Advisor/Expert (Engineer)	
Technical Advisor/Expert (Chemist)	

Technical Advisor/Expert (Senior Analyst)	(b)(4)
Facilitators	
Expert- Senior Environmental Justice & Equitable Development Advisor	Vernice Miller- Travis
Job Training Specialist	(b)(4)

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.22 FIXED PRICED TASK ORDERS

Performance based task orders may be issued as fixed price. In those instances, in addition to the clauses previously incorporated herein, firm fixed price task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are incorporated into the contract by reference.

52.229-3 APR 2003 FEDERAL STATE AND LOCAL TAXES
52.232-1 APR 1984 PAYMENTS
52.232-15 APR 1984 PROGRESS PAYMENTS NOT INCLUDED
52.232-32 APR 2012 PERFORMANCE BASED PAYMENTS
(Only applicable to firm fixed price performance based task orders)
52.237-3 JAN 1991 CONTINUITY OF SERVICES
52.242-15 AUG 1989 STOP WORK ORDER
52.242-17 APR 1984 GOVERNMENT DELAY OF WORK
52.243-1 APR 1984 CHANGES- FIXED PRICE ALTERNATE I
52.244-5 DEC 1996 COMPETITION IN SUBCONTRACTING
52.245-2 APR 2012 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) ALTERNATE I
52.246-4 AUG 1996 INSPECTION OF SERVICES (FIXED PRICE)
52.249-2 APR 2012 TERMINATION FOR CONVENIENCE (FIXED PRICE)
52.249-8 APR 1984 DEFAULT (FIXED PRICE SUPPLY AND SERVICES)

H.23 EPA-2010-115 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead the public, the Contractor shall, when communicating with outside parties, explain that it is an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

H.24 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.25 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.26 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.27 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.28 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.29 STOP WORK ORDER FOR INDIVIDUAL TASK ORDERS

(a) A Contracting Officer (CO) may, at any time, by written order to the contractor, require the contractor to stop all, or any part of the work called for by any task order issued under this contract for a period not to exceed fourteen (14) calendar days after the receipt of the order by the contractor. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such Stop Work Order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

(b) When the Stop Work Order period expires or is canceled by the CO, the contractor shall resume work. An equitable adjustment will be made in the task order period of performance or task order price, or both, and in any other provisions of the task order that may be affected, and the task order will be modified in writing accordingly, if:

(i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, performance of any part of this contract and

(ii) the contractor asserts a claim for such adjustment within thirty (30) calendar days after the end of the period of work stoppage provided that, if the CO decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to the final payment under this contract.

(c) If a Stop Work Order is not cancelled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

(d) If a Stop Work Order is not cancelled and the work covered by such order is terminated for default, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(e) If it is determined necessary to extend the period covered by the stop work order, such extension shall be made by written modification to the Task Order, and shall be mutually agreed to by the contractor and the CO.

H.30 DATA

(a) The Contractor hereby agrees to deliver to the Contracting Officer, within sixty (60) calendar days after the completion of the contract period of performance the following documents:

1. All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information", pursuant to the contract clause entitled "Treatment of Confidential Information."

2. All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality".

3. All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General", which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement

as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the Contract Clauses of this contract.

4. Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled "Additional Data Requirements".

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled "Additional Data Requirements", the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

1. Contractor and personnel performance ratings and evaluations.

2. Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under Paragraph A above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.31 TRANSBOUNDARY EFFORTS

The Contractor may be tasked to provide support in a foreign country in accordance with the contract Performance Work Statement. To the extent that there is domestic legal authority to provide such support, a request from the foreign government, and to the extent that such support is authorized by, and consistent with, an international agreement between the government of the U.S. and the government of the foreign country. The Contractor is advised that it may be subject to applicable foreign law while performing such support in the foreign country and the Contractor is responsible for ensuring that it complies with all relevant requirements of the foreign country that are necessary to perform such support in those countries.

H.32 INTERNATIONAL INSURANCE

The contractor is responsible for obtaining all insurance requirements for efforts outside the U.S. borders. The contractor shall obtain all of the necessary insurance (i.e. general liability, vehicle liability, health liability, etc.) for work done across the borders through the applicable international government approved carrier.

H.33 COMPLIANCE WITH INTERNATIONAL LAWS AND REGULATIONS

The contractor shall be responsible for compliance with all relevant international laws and regulations while performing efforts under this contract internationally, including licensing requirements, transportation, etc. The contractor may be subject to international laws and regulations regarding any work performed outside U.S. borders.

H.34 TESTIMONY

The Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

H.35 AWARD TERM INCENTIVE

(a) *General.* This contract may be further extended beyond Option Periods 1 and 2 as set forth in paragraph (b) based on overall contractor performance as evaluated in accordance with the clause entitled, “Award Term Incentive Plan,” provided the Agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding pursuant to the clause entitled, “Award Term Availability of Funds.” The Contracting Officer (CO) is responsible for the overall award term evaluation and award term decision. The CO will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the Contracting Officer’s Representative (COR), will determine the need for continued performance and funding availability.

(b) *Period of Performance.* Provided the contractor has achieved the performance measures, e.g., acceptable quality levels, set forth in the clause entitled, “Award Term Incentive Plan,” the CO may extend the contract by exercising a total of one (1) award term incentive period, consisting of 24 months. The total maximum period of performance under this contract, if the Government exercises the award term incentive period is 84 months or 7 years.

BASE PERIOD:	Months: 1-24
OPTION PERIOD 1:	Months: 25-36
OPTION PERIOD 2:	Months: 37-60
AWARD TERM 1:	Months: 61-84

(c) *Notice to Grant or Cancellation of the Award Term Incentive.*

(1) The Government has the **unilateral right** not to grant or to cancel award term incentive periods and the associated award term incentive plans if:

(i) The CO has failed to initiate an award term incentive period, regardless of whether the contractor’s performance permitted the CO to consider initiating the award term incentive period; or

(ii) The contractor has failed to achieve the performance measures for an evaluation period; or

(iii) The Government notifies the contractor in writing it does not have funds available for the award term; or

(iv) The Government no longer has a need for the award term incentive period.

(2) When an award term incentive period is not granted or is cancelled:

(i) Any prior award term incentive periods for which the contractor remains otherwise eligible are not affected.

(ii) Subsequent award term incentive periods are thereby also cancelled.

(d) Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.

(e) *Award Term Incentive Administration.* The award term incentive evaluation(s) will be completed in accordance with the schedule in the clause entitled, “Award Term Incentive Plan.” The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than **120 days** after an evaluation period.

(f) *Review Process.* The contractor may request a review of the award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the Contracting Officer within 15 days of notification of the results of the evaluation.

H.36 AWARD TERM INCENTIVE PLAN

(a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for the award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

(b) Evaluation Period(s) and Award Term Incentive Period(s)

For all evaluation periods, the award term evaluation will be arrived at by averaging all Tasking Instrument performance ratings for the specific period.

Evaluation/Award Term Incentive Periods	Evaluation Schedule
First Evaluation Period	Months 1-48: Award Term decision to be finalized not later than the end of Month 52 . Notification of intent to extend the period of performance to be issued by end of Month 52 .

(c) Performance Based Evaluation Methodology

The overall contract Quality Assurance Surveillance Plan which identifies the Performance Standards, Acceptable Quality Level (AQL), Monitoring Method, and Incentives and Disincentives, are outlined below.

I. PERFORMANCE STANDARDS

The contractor shall perform all activities stated in the PWS in accordance with all guidance listed, as well as all other applicable guidance. The contractor must meet or exceed the performance schedule outlined in the approved Tasking Instrument (e.g. Task Order) and the contract required deliverables. The contractor must not exceed the dollar amount specified in the approved Tasking Instrument.

II. ACCEPTABLE QUALITY LEVEL (AQL)

The contractor shall perform all activities in conformance with the overall contract PWS as tasked under individual task orders. The contractor's performance shall be evaluated in the following areas Quality of Product or Service, adherence to delivery schedule, cost control, business relations, management of key personnel, utilization of small business as applicable, and others areas as appropriate.

At the conclusion of each contract year, an average contract rating shall be determined in accordance with the contract clause entitled, Contractor Performance Evaluations (EPAAR 1552.242-71) (JULY 2011). The contractor's annual past performance rating will be entered into the Contractor Performance Assessment Reporting System (CPARS). The averaged performance rating shall be obtained by dividing the combined ratings by the total number of ratings for each evaluated area. The contractor's overall performance shall be evaluated following each contract period as outlined above in paragraph (b) of this section and their eligibility to receive an award term will be based on the cumulative average for the entire evaluation period (**Months 1-48**).

Excellence in performance as it relates to overall quality, timeliness and cost effectiveness of work is expected in order to earn an award term extension of performance. The acceptable quality level for contractor performance for this contract is an overall performance rating of **4** or higher.

Should the contractor meet this quality standard for the **First Evaluation Period Months 1-48**, then the contractor may receive one 24 month award term period incentive to commence after **Month 60** of the contract, subject to the Government's need and the availability of funds.

If the contractor fails to meet the performance standard in accordance with the acceptable quality level, the contractor will be rendered ineligible to receive the award term incentive.

SURVEILLANCE/MONITORING METHOD

During performance of this contract, the contractor shall be monitored through direct oversight of the Contracting Officer Representative (COR) assigned to the individual task order. The task order COR will document the contractor's performance continuously and forward their documentation to the Project Officer at the conclusion of the performance period. EPA will use this information to compile the annual performance evaluation. The Government reserves the right to periodically perform additional review of selected requirements as determined necessary.

INCENTIVES/DISINCENTIVES

Should the contractor fail to meet one or more of the performance standards more than once, this repeated failure to adequately perform will be documented on the contractor's performance evaluation. Should the contractor fail to meet the AQLs, EPA may require the contractor to correct the deficiencies, as provided in FAR 52.246-6 (MAY 2001) Inspection - Time & Material and Labor-Hour.

The determination to grant an award term extension is at the sole discretion of EPA and is not subject to the Disputes Act.

H.37 AWARD TERM AVAILABILITY OF FUNDS

Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the CO for an award term and until the contractor receives notice of such availability, to be confirmed in writing by the CO.

H.38 TASK ORDERS

(a) Performance of the services in this contract shall be made only as authorized by Task Orders issued in accordance with the Section G clause entitled, "Ordering - By Designated Ordering officers".

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) All work shall be ordered by the Contracting Officer or ordering officer through the issuance of individual TOs. All TOs issued will be for the services specified in each Task Order, and shall be billed in accordance with the fixed rates specified in the section B clause entitled, "Fixed Rates for Services" as identified in Attachment 5 of the contract.

(d) Subject to the availability of funds, the Ordering Officer is authorized to issue verbal task orders under this contract in emergency situations. All verbal task order shall be followed up with a written task order within two (2) business days following its issuance.

(e) The Task Order Project Officer (TOPO) or other authorized Government personnel named in the TO will be responsible for the technical administration and direction of TOs placed under this contracts. Neither Ordering Officers nor TOPO have authority to modify any provision of this contract. Any request for deviation from the terms of this contract or any Task Orders issued herein shall be submitted to the Contracting Officer for action.

(f) Each TO issued under this contract shall include: 1) Date of the order, contract number, 2) TO number and time of order (if issued verbally), 3) name of Contracting Officer Representative (COR) assigned to the TO responsible for providing technical direction, 4) accounting and appropriation data, 5) ceiling amount of order, 6) performance and schedule of deliverables, 7) description of work, and identify the location of the project site, if known at the time of issuance.

(g) Upon issuance, the Contractor shall acknowledge receipt of each task order via e-mail within one (1) business day after its receipt to the Contracting Officer. In certain instances, the Contractor may be tasked to begin work immediately following the issuance of the task order as authorized by the Contracting Officer. In all other instances, the Contractor shall not commence work prior to approval of their workplan and cost estimate, with the exception of participating in scoping and other planning meetings.

(h) *Task Order Issuance Process and Response Timeframes:* Within ten (10) business days after receipt of a task order initiation, the Contractor shall submit via e-mail one (1) copy of a work plan to the Project Officer and one (1) copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a cost estimate. Within fourteen (14) business days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval to the Contractor. If the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. The Contractor shall resume work at the direction of the Contractor when the work plan is approved.

(i) The ceiling amount for each TO will be the ceiling price stated therein, and constitutes the maximum amount for which the government shall be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceed the specified ceiling amount except at the contractor's own risk. Any increase of the ceiling amount will be authorized via a written modification to the TO, and will be a unilateral action by the Government.

(j) A Standard Form 30 will be used to modify all TO, and will be signed by the Contracting Officer and, when applicable, the Contractor.

(k) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall supersede.

(l) Within ten (10) calendar days of receipt of the task order or similar tasking document, the Contractor shall provide a conflict of interest certification. Where task orders or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the initial task order issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the TO or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this task order or relating to this task order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order or other work related to this site.

H.39 INCORPORATION OF CONTRACTOR'S PLANS (LOCAL LC-09-02) (DEC 2001)

The Contractor's Conflict of Interest Plan dated **January 2012**, is hereby incorporated into the contract in its entirety. In the case of any conflict between the Contractor's Plans and the terms and conditions of this contract, the provisions of FAR 52.215-8, ORDER OF PRECEDENCE (Section I.1, by reference) shall prevail.

H.40 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (LOCAL LW-04-02) (DEC 2001)

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (OCT 2010)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

(1) All litigation involving the records has been finally settled and approval is obtained from the CO; or

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.41 PERFORMANCE AND PAYMENT BONDS (LOCAL LW-28-13) (DEC 2001)

(a) The Miller Act applies to substantial and segregable construction exceeding \$25,000 under this contract. The Contractor shall furnish payment and performance bonds with the United States as the obligee in amounts specified by the Contracting Officer. Upon request of the prime Contractor and with the consent of the Contracting Officer, the performance bond may be provided by the subcontractor.

(b) In all cases, the Contracting Officer has the latitude to determine that the dollar amount of the Miller Act performance bond shall be "zero".

H.42 PERFORMANCE BASED TASK ORDER

Some task orders under this contract may be negotiated and issued on a performance based basis. The issuance of a performance based task order means the contractor will have greater flexibility in its approach to accomplishing the task order, and that the Government will exert less direction on how the work is to be performed. This concept should allow the contractor greater latitude to work in a manner best suited for innovation and creativity, while ultimately providing services that meet or exceed the performance standards. The primary emphasis will be on the satisfactory completion of the task order, not the Government directing the Contractor in the methodology used in performing the services.

Under such a performance based task order, the Government will define its performance requirements in the task order performance work statement. Specific performance standards will be established for those performance requirements. Specific tasks will be left to the contractor's discretion as to how the work is to be accomplished in the most effective, desirable and cost efficient manner. A surveillance plan to measure performance will be established. Incentives or disincentives may also be established for any such performance based task orders issued.

Performance based task orders will be issued on either a fixed rate, time and material or firm-fixed price basis. In addition to a complete task order being issued on a performance basis, individual distinct tasks/elements of a Task Order may be negotiated on a performance basis.

H.43 TERMINATION FOR CONVIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government—
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
- (2) Any claim which the Government has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

H.44 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
 - (iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).
- (2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes,

(8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-3	APR 1984	GRATUITIES
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	FEB 2012	CENTRAL CONTRACTOR REGISTRATION
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
52.215-14	OCT 2010	INTEGRITY OF UNIT PRICES
52.219-6	NOV 2011	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	OCT 2010	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (OCT 2010)
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE II (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE III (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE V (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA--SPECIAL WORKS
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.228-15	OCT 2010	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT

52.232-11	APR 1984	EXTRAS
52.232-16	APR 2012	PROGRESS PAYMENTS
52.232-17	OCT 2012	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE II (APR 1984)
52.246-6	MAY 2001	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR
52.246-24	FEB 1997	LIMITATION OF LIABILITY-HIGH VALUE ITEMS ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the potential seven (7) year contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration date of the contract.

I.4 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-- NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007) (FAR 52.216-29) (FEB 2007)

(a) The Government contemplates award of a Time-and- Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control;

(c) The offeror must establish fixed hourly rates using—

- (1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control;
- (2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or
- (3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.

I.5 TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION (FEB 2007) (FAR 52.216-30) (FEB 2007)

(a) The Government contemplates award of a Time-and- Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by—

- (1) The offeror;
- (2) Each subcontractor; and
- (3) Each division, subsidiary, or affiliate of the offeror under a common control.

(c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the offeror under a common control—

- (1) Shall not include profit for the transferring organization; but
- (2) May include profit for the prime Contractor.

(d) The fixed hourly rates for services that meet the definition of commercial item at 2.101 that are transferred between divisions, subsidiaries, or affiliates of the offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price interorganizational transfers at other than cost for commercial work of the offeror or any division, subsidiary or affiliate of the offeror under a common control.

I.6 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007) (FAR 52.216-31) (FEB 2007)

(a) The Government contemplates award of a Time-and- Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months.

I.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.9 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (FAR 52.222-40) (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of

Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.10 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (MAY 2011)

(a) *Definitions.* As used in this clause—

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

I.11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2013. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.12 SUBCONTRACTS (FAR 52.244-2) (OCT 2010)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

In excess of (b)(4)

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—

- (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Refer to the Section G clause entitled SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984).

I.13 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.14 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (DEC 2010)

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.15 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

I.16 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.17 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

NOTICE TO EMPLOYEES

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

To locate the nearest NLRB office, see NLRB's website at <http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.
3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

ATTACHMENT 1: PERFORMANCE WORK STATEMENT

ATTACHMENT 2: INVOICE PREPARATION INSTRUCTIONS

ATTACHMENT 3: MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLAN

ATTACHMENT 4: MINIMUM QUALIFICATION REQUIREMENTS FOR CONTRACT PERSONNEL

ATTACHMENT 5: FIXED RATES FOR SERVICES

ATTACHMENT 1:

PERFORMANCE WORK STATEMENT

**Performance Work Statement
Technical Assistance Services for Communities Contract (TASC)**

I. BACKGROUND

The US Environmental Protection Agency's (EPA) mission is to protect human health and the environment. To achieve this mission, EPA seeks to meaningfully engage the public in order to integrate their knowledge and opinions into the Agency's decision-making processes. Framework for Implementing EPA's Public Involvement Policy - May 2003 guides EPA staff on effective and reasonable means of involving the public in regulatory and program implementation. One of the seven basic steps for effective public involvement is to provide appropriate technical assistance to community members so as to facilitate their involvement in the environmental decisions affecting their community. The provision of technical assistance aids communities struggling to understand and to play a role in decisions regarding the environmental issues affecting them. With a better understanding of the technical and scientific environmental information, communities can more effectively articulate their concerns and preferences regarding the technical and scientific aspects of EPA's work, and can more meaningfully and effectively participate in the decision-making processes.

For the last twenty-five years, the Office of Superfund Remediation and Technology Innovation (OSRTI) has supported independent, non-advocacy, technical assistance programs that augment the technical assistance provided to communities by EPA staff. Such assistance has been provided through Technical Assistance Grants (TAGs), the Technical Assistance Services for Communities (TASC) contract and, formerly, the Technical Outreach Services for Communities (TOSC) program that was administered through the Hazardous Substance Research Centers. TAGs, while statutorily mandated, are limited to communities affected by National Priorities List (NPL) sites. Therefore, this requirement (and its predecessor TOSC) was developed to provide similar assistance to communities near hazardous waste sites ineligible to receive grant support. The TASC program has expanded to encompass NPL and non-NPL sites under the Superfund program, as well as other EPA offices and programs, such as the Federal Facilities Restoration and Reuse Office (FFRRO), Office of Resource Conservation and Recovery (ORCR) (which manages the Resource Conservation and Recovery Act (RCRA) program), Office of Water (OW), Office of Environmental Justice (OEJ), and the Community Action for a Renewed Environment (CARE) program.

II. PURPOSE

EPA staff is often able to provide the information, education or support that is required by communities to be effectively engaged in Agency environmental actions, decisions and projects. However, in some instances, supplemental technical assistance may be necessary for a community to fully address their environmental concerns and engage in the established decision-making process. The purpose of this contract is to provide supplemental, non-advocacy technical assistance services at no cost to communities to empower them to substantively participate in addressing environmental issues and actions which impact their community.

The TASC program has provided a variety of technical assistance services for communities. The goal of technical assistance under TASC is for communities to have a better understanding of the environmental issues that affect them, and for communities to more effectively participate in the decision-making process for environmental activities in their community. Some communities may only need minor assistance in reviewing technical documents in order to more fully be engaged with EPA in the decision-making process. Other communities, however, may need a much broader range of assistance to more fully understand the environmental issues and their impact on their community. All technical assistance under TASC shall be provided in a manner that is sensitive to the language(s) and/or culture(s) of communities being provided TASC assistance. Technical assistance is to be determined on a project-specific basis.

Target Recipients of TASC Support

The TASC program is intended to provide technical assistance to members of the public most impacted by environmental actions or projects where EPA programs are involved. Members of the impacted community may consist of residents, business owners, community organizations and institutions, community leaders (both official and unofficial), local government agencies and/or tribal governments, schools, churches, college/university faculty and other local entities within close proximity to the site.

The TASC program assists communities that do not have access to resources (financial or technical) necessary to obtain the technical assistance so that they can effectively interact with EPA regarding local environmental concerns, decisions and actions. Based on the project, TASC support should provide broad benefit to all community members affected by and interested in environmental issues and actions rather than a small subset of the affected community. Therefore, where possible, EPA's preference is to provide TASC support where there are broad-based community groups/coalitions that are connected into the broad spectrum community populations, interests, etc. EPA reserves the right to determine what communities are eligible to receive TASC support.

III. GENERAL REQUIREMENTS

A. Program Knowledge

The Contractor shall have a working knowledge of the EPA regulations, laws, rules, guidance and policies. The technical assistance provided through this contract will largely support the Superfund program. However, TASC is intended to provide support across all EPA programs (i.e. Office of Air and Radiation (OAR), OW, OEJ, etc.). Since technical support will be provided to communities impacted by issues under a multiple diverse set of environmental areas (i.e., waste, water, air, pesticides, etc.), a working knowledge of EPA media programs is required, including environmental justice aspects of environmental protection. The contractor shall also be familiar with the existing technical assistance programs to understand the types of communities and the types of assistance that has historically been provided. The Contractor shall make every effort utilize existing EPA outreach materials, training courses or tools prior to developing anything new. The Contractor can obtain pertinent information on the TASC program and other EPA programs by accessing the following websites:

- <http://www.epa.gov/superfund/community/tasc/>
- <http://www.epa.gov/superfund/programs/recycle/index.html>
- <http://www.epa.gov/superfund/policy/guidance.htm>
- <http://www.epa.gov/fedfac/>
- <http://epa.gov/brownfields/>
- <http://www.epa.gov/osw/>
- <http://www.epa.gov/publicinvolvement/public/>
- <http://www.epa.gov/environmentaljustice/>
- <http://www.epa.gov/care/>
- <http://www.epa.gov/urbanwaters/>
- <http://www.urbanwaters.gov/>

Note: The contractor will not be required under this contract to interpret or analyze the above referenced laws, rules, regulations, guidance or policies.

B. Types of Technical Assistance Services Required

The types technical assistance services required include but are not limited to the following areas:

a) **Information Assistance and Expertise:** The contractor shall be required to provide non-advocacy consultation and assistance services to increase community understanding of scientific, technical, regulatory, or procedural issues by developing and disseminating clear and concise information or explaining complex issues in lay terms. The following examples are representative of the types of services required:

- Reviewing technical reports, documents and information, and summarizing and explaining the material so it can be understood and used by community members to interact directly with EPA.
- Attending EPA technical meetings and discussions and reporting back to the community on meeting topics, issues and possible resolutions, cleanup progress and any implications for the community.
- Participating in community meetings to present/explain the science related to technical information.

- Developing/modifying materials (such as fact sheets, newsletters, informational, flyers, etc.) designed to increase the understanding of the community members about local environmental issues of concern, the causes and the possible solutions.
 - Helping community members formulate appropriate questions and requests for additional data and information, and developing draft comments on proposed environmental actions, for submission to EPA and other regulatory agencies involved in the environmental issue(s) of concern to the community.
 - Developing/modifying visual aids such as maps, diagrams and graphics, to help explain EPA actions, technical information, scientific methods, etc.
 - Translating technical documents into other languages in order to make them accessible to large segments of the community.
- b) **Community Education:** The contractor shall be required to develop and deliver community training workshops, symposiums, webinars, etc. on specific environmental issues, technical/scientific concepts, regulations, and policy. The following examples are representative of the types of services required:
- Designing and delivering training and workshops related to environmental problems to raise a community's general level of knowledge about an environmental problem; further EPA program goals; ensure leaders and active members of the community have the background and understanding they need to engage constructively in environmental planning, review and decision-making activities.
 - Providing subject matter experts in scientific, engineering, risk, health, economic and other technical areas for document reviews, training, workshops, public meetings, etc.
- c) **Technical Assistance Needs Assessment and Plan Development:** The contractor shall be required to work with community members to conduct technical assistance and decision-making needs assessments. The following examples are representative of the types of services required:
- Working with community members to determine how various technical needs can best be met (i.e. through training, through document review, etc.).
 - Working with community members to identify what kinds of scientific, engineering, risk, health, economic and other technical information needs they may have with respect to an environmental problem.
 - Assessing the support provided to a community under TASC.
- d) **Community Infrastructure Support:** The contractor shall engage the community's participation in the decision making process related to environmental issues. The following examples are representative of the types of services required:
- Organizing and facilitating community meetings related to education and/or information exchange regarding local environmental issues.
 - Assisting communities in identifying non-traditional partners that may assist the community in expanding capacity-building and site reuse planning beyond EPA assistance areas. Non-traditional partners could include those businesses and non-profit organizations not typically associated with environmental restoration but may have an interest.
 - Providing training to assist the community in sharing technical information across the community and finding ways to reach segments of the community that have been historically underrepresented in environmental decision-making (e.g., training on creating a website, communication/outreach strategy, cultural sensitivity, etc.)
 - Advising community groups on technical assistance and resources available to them that may be provided by other federal agencies (for example, federal agencies that are members of the Urban Waters Federal Partnership and Strong cities, Strong Communities and familiarity with federal grants.)
- e) **TASC Program Coordination and Support Activities:** TASC projects are generally initiated and conducted at a regional level and on a project-specific basis. However, EPA headquarters is responsible for coordinating, setting the direction and implementing, the overall program; this is done largely by providing support and direction by way of materials development and communications facilitation for regional staff and communities

engaged in TASC projects. The contractor shall provide national programmatic support including, but not limited to:

- Developing and producing informational documents such as fact sheets, brochures and posters.
- Producing annual reports.
- Developing and updating web content.
- Developing case studies, including lessons learned and recommendations for program improvement.
- Developing and revising training courses.
- Participating in presentations and promoting TASC at conferences and EPA meetings.
- Assisting EPA in identifying and implementing program improvements.
- Assessing the support provided under TASC.

C. Technical Expertise Requirements

Technical experts are the individuals who interact most directly with the community in delivering/providing the needed technical assistance under TASC. The technical experts supporting this requirement shall consult directly and regularly with the community to be responsive to their issues/concerns. Additionally, the technical experts shall coordinate with EPA staff and, possibly, other entities involved in the environmental action or project for which the community is receiving assistance. The contractor shall be required to consult with EPA and the communities throughout the technical expert selection process to ensure specific needs are addressed. The contractor shall ensure technical experts possess the requisite skills, knowledge and experience to work effectively on the environmental issues of concern, and that they possess the ability to provide effective, quality and timely support as tasked. Technical experts shall possess the following basic qualifications:

- Demonstrated knowledge, training, and experience working in the technical/scientific area where assistance is needed (e.g., with hazardous or toxic waste issues, risk assessment, redevelopment, public health, or federal relocation policies and relocation-related issues.)
- Academic training in a relevant discipline (for example, biochemistry, toxicology, public health, environmental science, environmental engineering, environmental law, land use planning, water resources, hydrology, and federal and state water monitoring and water quality requirements, etc.)
- Demonstrated ability and experience in translating technical information into basic language community members can understand.
- Demonstrated experience working with community groups.
- Demonstrated cultural sensitivity in working with disadvantaged and underserved communities, especially minority communities, tribes, and immigrant communities.
- Responsiveness to needs such as geographic location, foreign language ability, historical differences and cultural sensitivity. The Contractor shall develop and maintain the capacity to respond to environmental justice communities, tribes and other communities disproportionately affected by environmental pollution and concerns.
- Demonstrated experience using communication tools (e.g. social media tools such as Twitter, Facebook, etc.) to communicate with stakeholders.
- Demonstrated expertise in effectively communicating with community members who do not use current electronic tools such as internet or social media.

IV. CONTRACTOR PERFORMANCE REQUIREMENTS

The majority of work under this contract is anticipated to be local, community specific technical assistance projects. Additionally, this contract is expected to support program development, implementation, management and oversight. EPA works with a number of communities where English is not the primary language spoken and/or read. In the performance of this contract, the contractor shall ensure all deliverables are communicated in a manner and/or language that are culturally appropriate for the designated community(s). Following are the support tasks under the contract:

Task 1: Preparation of Project Work Plan and Monthly Progress Report

The contractor shall be required to prepare a technical work plan for all TASC projects. Many of the projects under

TASC will combine multiple tasks under the scope of work section. For example, a project supporting the formation of a CAG at a Superfund site may involve supporting for the formation of a CAG (Task 2), reviewing and interpreting several documents (Task 4), and facilitating some of the meetings beyond the formation of the CAG (Task 3). The contractor shall provide EPA with a work plan that includes their technical approach for the project, staffing plan, project deliverables and milestones, estimated hours and costs, and any other planning details necessary for the project.

In accordance contract terms, the contractor shall submit a monthly progress report, detailing the project work accomplished, costs and hours associated with each project for the month and cumulatively.

Task 2: Technical Assistance Needs Assessment

In a number of instances where communities have requested technical assistance, the community members are overwhelmed by the environmental issue(s) at hand and, therefore, are unclear about the types of assistance needed, and how to prioritize their concerns and focus regarding their environmental issues. The contractor shall work with the community to develop a technical needs assessment to identify and prioritize concerns, and to assist in determining what types of technical assistance are needed. The contractor shall develop a technical assistance needs assessment that includes, but is not limited to:

- Identifying the range of community stakeholders.
- Collecting background information on the environmental issues and the community.
- Participating in informational meetings and/or listening sessions.
- Scheduling and conducting a sufficient number of stakeholder interviews to help inform what the issues of concern are.
- Developing a written assessment report.

Task 3: Community Advisory Group/Panel (CAG or CAP) Formation

The contractor shall be required to assist the community with organizing and forming a functional Community Advisory Group (CAG) or Community Advisory Panel (CAP) in order to address environmental issues of concern. A CAG/CAP is made up of members of the community and is designed to serve as the focal point for the exchange of information among the local community and EPA, the State regulatory agency, and other pertinent Federal agencies involved in an environmental issue of concern to the community. The general type of support the contractor is required to provide in support of this task shall include, but is not limited the following activities:

- Working with EPA and the community to identify and recommending group/panel members and a selection process.
- Assisting EPA and the community in developing a functional organizational structure with working procedures.
- Assisting EPA and the CAG/CAP in conducting internal and public meetings until such time as EPA or the community believes support is no longer needed.

Task 4: Meeting Facilitation Services

The contractor shall provide assistance under this task for the purpose of facilitating meetings/dialogue with and/or among community groups in order to address environmental issues of interest and concern. The ultimate goal is to build community knowledge and understanding of environmental issues so the stakeholder are informed and can meaningfully participate in the EPA actions and decisions. The general type of support the contractor is required to provide in support of this task shall include, but is not limited the following activities:

- Pre-meeting preparation and coordinating meeting logistics (including assistance in identification of key meeting attendees).
- Note-taking.

- Facilitation during the meeting.
- Coordinating post-meeting follow-up actions and communications with the community, EPA, and other stakeholders (e.g., phone calls, e-mails, etc.)
- Developing and disseminating meeting summary.

When required to attend meetings, the contractor shall limited their attendance to the portion of the meeting associated with the subject matter they are providing support for under the requirements of the contract. The Contractor personnel shall identify themselves as contractors in all activities associated with work performed and in attendance at meetings.

Task 5: Technical Document Review and Interpretation

The ability to understand the technical nature of the information related to EPA actions and projects can be a challenge for the general public. Not having a basic understanding of technical materials and scientific information makes it difficult for the community to ask questions and concerns relative to the scientific and technological aspects of the Agency's work.

The contractor shall assist communities with overcoming the various challenges associated with understanding scientific, technical and process information related to their environmental issues. Specifically the contractor shall provide expert review and interpretation of technical documents and data documents in plain language to ensure the information is understandable by all segments of the community. The contractor shall be required to provide expertise with experience in the relevant scientific/technical subject area. This expertise shall be familiar with the environmental issue(s) and be able to communicate complex technical information and data in terms that can be easily understood by the community. The general type of support the contractor is required to provide in support of this task shall include, but is not limited the following activities:

- Conducting background research to understand community primary concerns.
- Conducting literature reviews and summarizing existing science and published literature on a community-identified topic.
- Reviewing technical document with community concerns in mind.
- Writing a summary of technical issues in plain language (may be multiple languages), in particular, as they relate to potential community concerns.
- Presenting the technical review during a community meeting and responding to community members questions.
- Following up on issues arising during the meeting.

Some examples of documents that have been reviewed in the past include: proposed plans for Superfund site remediation; remedial investigation and feasibility studies; site sampling and monitoring plans and resulting data; Superfund site five-year reviews; planning and land use related documents, and Agency for Toxic Substances and Disease Registry's (ATSDR) health assessment for sites.

Task 6: Presentations

The contractor shall be required to attend meetings and present information with the purpose of broadening community members' awareness, understanding and knowledge of environmental issues impacting the community. For example, a community may request a presentation about the sampling methodology and results of data collected at the beginning stages of site cleanup actions. The general type of support the contractor is required to provide in support of this task shall include, but is not limited the following activities:

- Conducting background research on presentation topic(s).
- Preparing presentation(s).
- Coordinating with any co-presenters.
- Delivering presentation(s).
- Developing and providing any training materials (e.g., presentation summary, slides).
- Responding to community questions, at the time of the presentation and as follow-up.

- Providing a debriefing to EPA (such as issues experiences, summary of community questions, etc.)

Task 7: Training

The contractor shall provide training as required to meet a number of community-specific technical assistance needs. The training may be provided to: raise a community's general level of knowledge about environmental problems; build skills (such as facilitation, regulatory processes, etc.) so that leaders and active members of the community have the tools they need to engage constructively in dialogue and the decision-making process related to environmental issues of community concern; to build specific technical and green-jobs skills so that the community can continue to steward its environment after EPA actions/projects have been completed (such as training in green infrastructure and web page development); enable the community to collect its own data (e.g., for Tribes to collect traditional ecological knowledge); and to advance EPA's environmental goals (e.g., educating youth groups and promoting stewardship relative to urban waterways). Training has also been developed for a broader use and to meet programmatic needs (such as, training for EPA staff on the different technical assistance programs and training courses related to Superfund site reuse.)

At the initiation of a training project, the contractor shall be required to coordinate with EPA to determine whether training covering a particular topic or subject matter can be obtained through existing courses, through combining and/or altering/updating existing courses, or if the entire course will need to be developed. Depending on the circumstances, support may range from minor updates to existing training materials to developing, organizing and delivering a course.

The general type of support the contractor is required to provide in support of this task shall include, but is not limited the following activities:

- Developing the training and training materials.
- Delivering training and/or providing experts to deliver the training.
- Organizing a training event.
- Coordinating with participants.
- Obtaining a training location.
- Following up with participants after the training

Task 8: Workshop Organizing and Delivery

The contractor shall be required to organize and conduct community workshop(s) with the purpose of broadening community understanding/awareness of environmental issues, processes, policies; to allow for education exchange of information, ideas and concerns; Providing a forum for communication among community groups in order for the community to more effectively engage in EPA activities and actions impacting their community. A workshop may or may not include a training component. The contractor shall designed the workshop to bring community leaders together to discuss their different concerns, perspectives and roles related to community environmental issues and planning, and to provide training to assist leaders in developing a community-based monitoring program.

The general type of support the contractor is required to provide in support of this task shall include, but is not limited the following activities:

- Providing subject matter experts to participate in and/or conduct training sessions and workshops, where necessary.
- Identifying workshop participants.
- Performing logistical tasks related to the training, such as: notification of participants; arranging and procuring meeting facilities; securing hotel room blocks, providing required supplies and equipment; and providing any additional on-site support.
- Coordinating overall effort.
- Developing and coordinating a registration process.

- Developing and/or providing the necessary materials for training/workshop participants in appropriate written language.
- Providing evaluation forms of training to participants.
- Developing a results summary to include recommendations for improving the training and/or workshop effectiveness as well as any suggestions for course revisions.
- Conducting workshop follow-up activities (e.g., follow-up calls with participants and presenters, posting/e-mailing/mailling summary.)

Task 9: Community Educational Materials

The contractor shall provide assistance with developing educational materials (i.e. newsletters, fact/FAQ sheets, graphics, fliers, webpages, and other information dissemination tools) that provide information, updating and educating community members about environmental issues, programs and policies that impact their community. The general type of support the contractor is required to provide in support of this task shall include, but is not limited the following activities:

- Researching topic(s).
- Drafting materials/documents.
- Developing and/or selecting graphics where needed.
- Designing the document layout.
- Formatting fact/FAQ sheets as needed, for the internet, publication, etc.

Generally, written materials are of short length, about one to four pages. However, materials vary by type and length based on the community needs and subject matter complexity. All materials shall be developed in a manner that is understandable to all segments of the target community population.

Task 10: Communication Materials, Program Analysis and Support

The contractor shall be required to support a wide range of activities related to the ongoing development and implementation of the TASC program and across other EPA programs requiring these support services.

The general type of support the contractor is required to provide in support of this task shall include, but is not limited the following activities:

- Presenting at conferences.
- Participating in EPA staff briefings.
- Conducting data analysis.
- Providing recommendations on program improvements.
- Conducting policy review and analysis.
- Developing communication and outreach materials for internal and external use.
- Developing guidance and tools for EPA staff, communities and technical advisors.
- Developing implementation strategies/plans (such as communications strategies.)
- Analyzing program effectiveness.
- Developing content for the web and other electronic communications media/tools (this does not include procuring and/or maintaining web and other communications media/tools).
- Exploring the use of other electronic communications media/tools.

Task 11: Project Reports

The contractor shall submit all reports, papers, etc. in draft form to the contract level Project Officer, Task Order Project Officer (TOPO)/WAM, and the community for review and approval. The draft(s) submitted shall include copies of the literature cited or refer to all citations in the document for verification and approval purposes.

At the conclusion of each project or at the point where EPA considers a project essentially complete/closed (due to lack of activity, reaching an impasse due to community issues/dynamics, etc.), the contractor shall provide a final project report. At a minimum, Project reports shall contain the following details:

- A summary of parties involved;
- The nature of support provided during the project;
- Summary of actions taken during the project;
- A brief analysis of best practices and any challenges encountered throughout the project.
- Recommendations for program improvement and lessons learned;
- An overall assessment of the effectiveness of the support provided.

The report shall also include a summary of all aspects of the project that may be transferable to other communities. Where relevant, an outline or template that can be used to replicate the project in other communities shall be included with the report.

Reports submitted by the Contractor that contain recommendations to the Agency (which may be used by EPA personnel in decision making or policy development) will explain the rationale for and prioritize the recommendations per EPA instructions (for example, prioritization based on ease of implementing a recommendation); describe the procedures used to arrive at recommendation; summarize the substance of deliberation; report any dissenting views; list the sources relied upon; and make clear the methods and considerations upon which the recommendations are based. Any recommendations or options provided by the Contractor should carefully consider EPA policies and procedures. EPA will make final decisions regarding any recommendations or options. The Contractor shall not have the authority to make any decisions on the course of action pursued by EPA.

Task 12: Community-Based Environmental Job Training Programs

The contractor shall be required to develop and implement community environmental job training programs. The contractors shall work closely with the community where the training is being offered, to provide the necessary resources for community members to gain environmentally-related job skills.

Examples of Existing Community-based Job Training Programs

- The Superfund Jobs Training Initiative (Super JTI) is an example of a currently active job training program. Super JTI's mission is to provide or support job training opportunities in communities affected by Superfund sites, and encourage their employment in site cleanup activities. This training empowers community members with an awareness of environmental health issues while teaching skills that help them gain employment in their community.
- EPA's Urban Waters program has been developing a jobs-training program. The Urban Waters job-training program, however, targets high school students in communities. The program's goal is to develop students' environmental skills that could assist them towards the path of an environmental science career. The program provides training in such areas as water monitoring and data management, and also provides assistance in placing the students in environmental jobs while in High School. With the current emphasis on green-jobs development, other programs may also begin developing environmental job-training programs.

The contractor shall develop and implement job-training programs which may include, but are not necessarily limited to the following:

- Conducting outreach, in coordination with EPA project lead(s), to local community organizations (such as, one-stop employment centers, job banks, community groups and workforce investment boards) to build a pool of potential applicants.
- Determining training needs of communities in coordination with the EPA project staff (in the case of Super JTI, the Contractor would work with the regional Superfund site community involvement coordinator (CIC) and remedial project manager (RPM)).

- Providing training specific to the project needs (for example, Super JTI projects may include, but are not limited to the following trainings: 40 Hours Hazardous Waste Operations and Emergency Response (HAZWOPER) training, lead abatement, asbestos abatement, confined space entry, and safety regulations; Urban Waters for water sampling and analysis, information management, etc.).
- Working with EPA project staff to examine opportunities for hiring of training graduates (for example, a number of contractors working on Superfund sites have agreed to hire a percentage of the Super JTI trainees upon graduation from the training program).
- Working with EPA project staff to establish an applicant orientation and selection process. This may include such activities as drug-testing, and reading and writing comprehension skills testing.
- Working with local nonprofit organization, to the maximum extent practicable, to provide services that can eliminate barriers to employment, such as, life readiness skills-training, mechanical reasoning, computer basics and environmental justice training.
- Working with local governmental, academic and nonprofit organizations /entities to ensure program sustainability, such as in the Urban Waters youth environmental training.

Prior to developing new training materials, the Contractor shall make an effort to make use of or modify existing training resources. New training shall only be designed, delivered and/or conducted by the Contractor when there are no other currently existing alternatives available.

V. COMMUNICATION AND CONTRACT MANAGEMENT

A. Effective Task Management

In accordance with proper contract implementation, the contractor shall ensure effective management of the resources and deliverables required by EPA. This process shall occur through: frequent communication between the contractor and the EPA COR; efficient resource planning; periodic planning and progress meetings; progress report preparation; financial management report preparation; staffing plan and budget tracking; file maintenance and deliverables tracking; work assignment close-out; appropriate management oversight; and thorough quality reviews of all work assignment deliverables to ensure accuracy and consistency with general Superfund program objectives and specific work assignment objectives.

As part of ensuring proper contract implementation and compliance with FAR requirements, the contractor shall maintain a comprehensive deliverables file. The contractor shall also be prepared to submit for inspection, copies of all work in progress at any time under this contract.

The Contractor shall maintain the appropriate levels of communication with EPA (both headquarters and regional offices) to ensure proper planning, execution and invoicing. This communication shall include briefings and other forms of information exchange such as telephone conferences and face-to-face meetings. The Contractor shall provide reports after all major meetings/conferences, with both EPA and the communities.

B. Contractor Management Systems

The contractor shall administer and maintain the following:

- A process for expeditiously identifying, matching, selecting, deploying and managing technical assistance providers (TAPs) when requested by an EPA Contract Officer, Project Officer or Task Order Project Officer. The Contractor shall develop and maintain the capacity to simultaneously provide technical assistance to several communities across the country and/or U.S. territories.
- A process to develop and maintain the capacity for interacting with sovereign Tribal governments, and for supporting ad hoc groups of Tribal members.
- A system for tracking, by task, the progress, costs and deliverables of each project and sub-project. This tracking system will also track, aggregate and report support provided to Tribes and Tribal members. This

tracking system shall be available to the EPA Contract Officer, Project Officer and Task Order Project Officers.

- A mechanism for ensuring the quality of the services provided under each task order, including a process for promptly correcting any problems that arise. There will also be provisions for appropriate assessments or evaluations of the work completed under every task and for obtaining feedback on the value of the assistance from communities which receive it.

Contractor shall develop a database of reports and/or deliverables from Task Orders. The database shall be searchable by project location, community and by subject matter. This system shall be accessible to the EPA Contracting Officer, Contract Specialists, Project Officer, Task Order Project Officers, and other contract administration representatives as identified in the contract.

VI. GENERAL CONTRACT DELIVERABLES

TASK	Activities (not all-inclusive list)	Type of Deliverable	Deliverable Due Date (Unless otherwise stated in a Technical Directive (TD))
Task 1. Project Work Plan	Developing project work plan.	Work plan	Draft approach/work plan: within 20 days of TD (work plan final upon EPA approval)
Task 1. Monthly Report	Developing monthly progress report.	Monthly report	Monthly per contract requirements.
Task 2: Technical Assistance Needs Assessment	Collecting information; interviewing community members; developing report, etc.	Needs assessment report	Final: per schedule in final work plan. Schedule, based on initial meetings with community and EPA.
Task 3: Community Advisory Group/Panel (CAG/CAP) Formation	Identifying/recommending members; facilitating meetings; supporting organizational development, etc.	CAG/CAP support	Final: per schedule in final work plan. Schedule, based on initial meetings with community and EPA.
Task 4: Meeting Facilitation Services	Facilitating and following up on post-meeting needs; developing meeting summary, etc.	Facilitation and summary	TBD per EPA/community availability or as previously scheduled.
Task 5: Technical Document Review and Interpretation	Conducting background research on community issues; reviewing document(s); developing summary/presentation, etc.	Technical summary or presentation	Initial draft – within 30 days of TD Interim draft(s) – within 15 days EPA comments Final draft – within 15 days EPA final comments
Task 6: Presentations	Conducting background research; developing presentation and materials; presenting; etc.	Presentation	Draft: within fourteen days of meeting Final: day of meeting

<i>TASK</i>	<i>Activities (not all-inclusive list)</i>	<i>Type of Deliverable</i>	<i>Deliverable Due Date (Unless otherwise stated in a Technical Directive (TD))</i>
Task 7: Training	Researching existing training; developing materials; conducting training; etc.	Training	Final: per schedule in final work plan. Schedule, based on initial meetings with community and EPA. Training draft materials: within 30 days of scheduled training date Interim materials: within 7 days of EPA comments Final materials: within three days of training date.
Task 8: Workshop Organizing and Delivery	Organizing and coordinating workshop agenda and activities; developing materials; providing experts; summarizing workshop: etc.	Workshop	Final: per schedule in final work plan. Schedule, based on initial meetings with community and EPA.
Task 9: Community Educational Materials	Developing materials for community.	Factsheet, newsletter, flyer, graphics, etc.	Initial draft: within 20 days of TD. Interim draft: within 3 days of comments received. Final: upon EPA approval.
Task 10: Communication Materials, Program Analysis and Support	Presenting at conferences; analyzing data; developing outreach materials; etc.	Presentation(s), reports, outreach materials, etc.	Final: per schedule in final work plan. Schedule, based on initial meeting(s) with EPA.
Task 11: Project Reports	Assessing (near) complete projects, etc.	Project report	Initial draft: within 15 days of TD. Interim draft: within 7 days of EPA comments. Final draft: upon EPA approval.
Task 12: Community Environmental Job Training Programs	Organizing/coordinating training; interviewing potential participants; delivering training; providing participant materials; etc.	Environmental job-training.	Draft work plan and milestones within 20 days of initial meeting(s) with EPA .

ATTACHMENT 2:

INVOICE PREPARATION INSTRUCTIONS

**INVOICE PREPARATION INSTRUCTIONS
SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the Contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the Contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the Contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL

VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

_____	_____
(Name of Official)	(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the Contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the Contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and

total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

ATTACHMENT 3:

MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLAN

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance. Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and

(5)the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Task Order (TO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its TO certification within 20 days of receipt of the work from EPA. NOTE: TO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for TO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification. NOTE: Annual certification is NOT required if the contract contains a TO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict.

In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval

ATTACHMENT 4:

MINIMUM QUALIFICATION REQUIREMENTS FOR CONTRACT PERSONNEL

Labor Categories (*Key personnel)	Minimum Education Required	Experience Required
*Senior Program Manager	Bachelor Degree	<ul style="list-style-type: none"> • Minimum of five (5) years experience, working with US government contracts including: developing work plan, budgeting, developing monthly reports and invoices, coordinating projects, tracking/reporting costs, interacting with government staff (such as Contracting Officer Representatives (CORs) and Contracting Officer) and overseeing contractual compliance. • Demonstrated experience directing, managing and coordinating staff in delivering services/products. • Experience in leading multi-faceted projects.
*Facilitator	Bachelor Degree	<ul style="list-style-type: none"> • Minimum of three (3) years experience of professional experience in planning, and conducting dispute resolution/facilitation processes or public involvement processes. • Demonstrated experience leading complex multi dimensional projects dealing with community issues/conflicts • Experience working with and directing less senior personnel on projects • Adherence to the Ethical Standards of Conduct and Standards of Practice of the Association for Conflict Resolution or the equivalent. • Ability to communicate clearly and concisely orally and in writing. • Ability to accurately plan, schedule and budget projects and project elements.
*Technical Advisor/Expert (i.e., Scientist, Engineer, Chemist, Senior Analyst)	Bachelor Degree	<ul style="list-style-type: none"> • Minimum of five (5) years experience in the field related to the area of expertise for a project. • Familiarity with environmental policies and requirements under or related to EPA media programs • Practical experience communicating technical and/or scientific concepts in a manner easily understood by non scientific community
*Program Manager/Project Manager	Bachelor Degree	<ul style="list-style-type: none"> • Minimum of three (3) years experience in leading large projects and/or multiple concurrent projects which includes: <ul style="list-style-type: none"> - Developing projects - Tracking project performance and cost - Coordinating and directing project staffing to deliver services/product. • Understanding of environmental regulations and policies and associated community involvement requirements/actions. • Basic understanding of the scientific/technical concepts (being addressed by the technical advisor/scientist/chemist/senior analyst/engineer)

		<ul style="list-style-type: none"> • Practical experience working with communities • Ability to communicate concisely both orally and in writing in plain language.
Analyst	Bachelor Degree	<ul style="list-style-type: none"> • Minimum of three (3) years experience in the field related to the area of expertise for a project. • Understanding of the scientific/technical concepts (being addressed by the technical advisor/scientist/chemist/senior analyst/engineer) • Familiarity with EPA media programs and environmental laws. • Practical experience communicating technical and/or scientific concepts in a manner easily understood by non scientific community
Junior Analyst	Bachelor Degree	<ul style="list-style-type: none"> • Minimum of one (1) year supporting projects of a technical/scientific nature. • Basic understanding of the scientific/technical concepts related to the project. • Ability to communicate technical and/or scientific concepts in written, plain English.
Administrative	High School Diploma or General Educational Development (GED) diploma/certificate or similar titled credential.	<ul style="list-style-type: none"> • Minimum of two (2) years experience or clerical support or position of responsibility equivalent to that for a particular project. • Computer skills such as word processing (MS Word), spreadsheet and database programs, web research, desktop publishing and graphics design programs.

ATTACHMENT 5:

FIXED RATES FOR SERVICES

The following fixed labor rates, inclusive of all indirect rates and profit, shall apply for the duration of the applicable contract year.

FIXED LABOR RATE SCHEDULE (Year 1- Year 7)

CLIN	Description	Fully Loaded Rate: Year 1	Fully Loaded Rate: Year 2	Fully Loaded Rate: Year 3	Fully Loaded Rate: Year 4	Fully Loaded Rate: Year 5	Fully Loaded Rate: Year 6	Fully Loaded Rate: Year 7
001	Senior Program Manager	(b)(4)						
002	Project Manager							
003	Technical Advisor/Expert (Scientist)							
004	Technical Advisor/Expert (Engineer)							
005	Technical Advisor/Expert (Chemist)							
006	Technical Advisor/Expert (Senior Analyst)							
007	Facilitators							
008	Junior Analyst							
009	Administrative Support							

SUPPLEMENTAL FIXED LABOR RATES (Year 1- Year 7)

CLIN	Description	Fully Loaded Rate: Year 1	Fully Loaded Rate: Year 2	Fully Loaded Rate: Year 3	Fully Loaded Rate: Year 4	Fully Loaded Rate: Year 5	Fully Loaded Rate: Year 6	Fully Loaded Rate: Year 7
S1	Senior Sub/Consultant Expert Scientist, Chemist, Engineer	(b)(4)						
S2	Junior Scientist, Chemist, Engineer							
S3	Senior Sub/Consultant Facilitator							
S4	Senior Skeo Facilitator							
S5	Technical Assistance Specialist							